

REMARKS

Claims 1-9 are pending in the present application. The Examiner rejected all claims under 35 U.S.C §103(a). Claims 1-7 are alleged to be unpatentable over U.S. Patent No. 5,948,066 (Whalen) in view of U.S. Patent No. 5,896,369 (Warsta). Claims 8 and 9 are alleged to be unpatentable over Whalen in view of Warsta and further in view of Phillips et al. (US 6,763,015).

Whalen describes delivery of information over narrow-band communications links and Warsta describes connecting a remote workstation to a data network via a mobile communication network. Specifically, the operation of Warsta is described in column 5, lines 48-62 and shown in FIG. 1 of Warsta. The remote workstation 4 dials for the AGENT computer 19. In Warsta, the AGENT computer 19 then extends the connection to a customer LAN 24 through a router 23.

Phillips discloses a system of communication devices, methods and computer programs for establishing concurrent calls on a single TDMA frequency. The only thing Phillips has in common with the present invention is that both use mobile terminals. It is this aspect that the Examiner relies on in finding a terminal with the elements recited in Claim 8.

In response to the previous argument made in the Reply dated August 6, 2004, the Examiner again points to column 6, lines 11-32 of Warsta, as teaching step (d) of Claim 1. However, this section teaches only the disconnection of the remote workstation 4 from the AGENT computer 19. The AGENT 19 does not disconnect from LAN 24, and further, the connection is not re-established at the request of the user. Specifically, Warsta states the following in column 6, line 17: "The AGENT *computer 19 maintains the extended connection ...*" (emphasis added).

Independent Claims 1 and 8 recite a release of complete access so that the mobile terminal does not maintain any connection and completely releases access to the network. The Examiner misses this distinction and states that an automatic release of the mobile terminal from the network is the same as a release of access, which is simply inaccurate. A complete release of access is a severing of the connection that requires a connection to be subsequently re-

established. Accordingly, Claim 1 has been amended to further clarify this distinguishing element.

Because Warsta *maintains* an extended connection, the connection never has to be re-established. The Examiner fails to address this distinction entirely and does not show where the cited references teach or suggest “temporarily *terminating* ... access” when no web related operation is received as recited in Claim 8. Access in any of the cited references is never terminated.

Moreover, Phillips does not cure any of the deficiencies in the cited references to show release of network communication or consideration of a web-related operation command from a user.

Whalen, Warsta, Phillips or the combination thereof also do not teach or suggest “temporarily releasing *complete* access to the network, upon failure to receive any web related operation command from the user for a predetermined time after displaying the web document” recited in step (d) of Claim 1 and “temporarily terminating the network access if the determination is negative” as recited in Claim 8 of the present invention. It is respectfully requested that the rejections of independent Claims 1 and 8 be withdrawn.

Without conceding the patentability per se of dependent Claims 2-7 and 9, these claims are believed to be allowable by virtue of their dependencies on independent Claims 1 and 8, respectively.

Accordingly, all of the claims pending in the Application, namely, Claims 1-9, are believed to be in condition for allowance. Should the Examiner believe that a telephone conference or personal interview would facilitate resolution of any remaining matters, the Examiner may contact Applicant’s attorney at the number given below.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Paul J. Farrell", is written over a horizontal line.

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